

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Council approve a Letter of Engagement between the City of El Paso and Norman J. Gordon, Attorney at Law, Mounce, Green, Myers, Safi & Galatzan, a Texas Professional Corporation to consult with the City on all aspects relating to the matter of the APPLICATION OF EL PASO ELECTRIC COMPANY FOR AUTHORITY TO RECONCILE FUEL COSTS, PUC DOCKET NO. 26194, SOAH DOCKET NO. 473-03-0278.

ADOPTED this 11th day of May, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lisa A. Elizondo
City Attorney



Office of the City Attorney
2 CIVIC CENTER PLAZA - 9TH FLOOR
EL PASO, TEXAS 79901
TELEPHONE (915) 541-4550
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Lisa A. Elizondo
City Attorney

May 6, 2004

Mr. Norman Gordon
Attorney at Law
Mounce, Green, Myers, Safi & Galatzan
100 North Stanton, Suite 1700
El Paso, Texas 79901

Re: Fee Arrangement/Professional Services Letter of Engagement

Dear Mr. Gordon:

The City desires to engage you and your firm to provide professional legal services as Consultant in connection with any and all aspects and any possible appeals relating to the APPLICATION OF EL PASO ELECTRIC COMPANY FOR AUTHORITY TO RECONCILE FUEL COSTS, PUC DOCKET NO. 26194, SOAH DOCKET NO. 473-03-0278 (the "El Paso Fuel Reconciliation Case") as applicable to the City of El Paso.

Please read this letter carefully. It describes the terms and conditions under which the City of El Paso will retain you in connection with the above-described matter. The City's policy and the Texas Disciplinary Rules of Professional Conduct require that this letter be signed before you engage in any work on behalf of the City. The terms and conditions of your engagement are as follows:

1. You and your firm shall provide all traditional legal services necessary for representation in the El Paso Electric Fuel Reconciliation Case as requested by the City of El Paso. This will include:

- (a) To consult with the City and its administrative personnel regarding any and all aspects of the El Paso Electric Fuel Reconciliation Case as requested by the City Attorney's Office;
- (b) Advising the City and its administrative personnel of legal requirements applicable to the El Paso Electric Fuel Reconciliation Case; and

- (c) Such other legal services including but not limited to drafting pleadings, notices and correspondence and making all arrangements for the State Office of Administrative Hearing and the Public Utility Commission Hearings through any possible appeals as requested by the City.

2. The Services shall be undertaken and completed in compliance with schedules established by the City, as appropriate to carry out the purposes of this Agreement.

3. The following fees, to be paid when the legal services in connection with disclosure or other matters are performed:

<u>Person</u>	<u>Hourly</u>
Legal Assistants	\$80.00
Associates	\$120.00 - \$140.00
Partners	\$225.00

In addition, reimbursement will be requested for:

the routine expense of copying, printing, filing fees, delivery costs, long-distance telephone and facsimile transmission for reasonable and necessary out-of-pocket expenses including travel.

Any attorney's fees and out-of-pocket expenses incurred after December 3, 2003 at the Public Utility Commission level will be paid at the conclusion of the case at the Public Utility Commission; thereafter any possible appeals work as requested by the City will be billed on a monthly basis. The attorneys fees set forth in this proposal, along with out-of-pocket expenses shall be held and maintained as set forth above with respect to consultation with regards to any and all aspects and any possible appeals of the El Paso Electric Reconciliation Case.

Very Truly Yours,

By: _____
Lisa A. Elizondo
City Attorney

ACCEPTED:

Mounce, Green, Myers, Safi & Galatzan

Norman Gordon

Date: _____